UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW HAMPSHIRE

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In re:
Economy Plumbing & Heating, Inc.

Chapter 7
Case No. 15-10791-BAH

****
Edmond J. Ford, Ch. 7 Trustee,
Plaintiff

Adv. Pro. No. 16-_________

v.

Hermitage Inn Real Estate Holdings Company LLC,
Defendant
****

COMPLAINT

NOW COMES the Plaintiff, Edmond J. Ford, Chapter 7 Trustee in the above captioned matter, by and through his attorneys, Ford & McPartlin, P.A.., and complains against Hermitage Inn Real Estate Holdings Company LLC as follows:

I. PARTIES AND JURISDICTION

1. Plaintiff is the duly-appointed Chapter 7 Trustee for the Bankruptcy Estate of Economy Plumbing & Heating, Inc., case number 15-10791-BAH.

2. Defendant Hermitage Inn Real Estate Holdings Company LLC is a Connecticut limited liability company with a mailing address of P.O. Box 2210, West Dover, VT 15356.

3. The United States District Court for the District of New Hampshire has jurisdiction over this matter as a proceeding arising under or related to a case pending under Title 11 of the United States Code. 28 U.S.C. § 1334(b).

4. Venue is appropriate in the State of New Hampshire pursuant to 28 U.S.C. § 1409 inasmuch as Debtor's bankruptcy case is pending in the District of New Hampshire. 28 U.S.C. § 1409(a).

5. This matter has been referred to this Bankruptcy Court by the United States District Court for the District of New Hampshire. Local Rule 77.4(a).

6. This matter is not a core proceeding under 28 U.S.C. § 157(b).

7. Pursuant to Administrative Order 7008-1, the Plaintiff consents to the entry by this Court of final orders and rulings.

II. FACTUAL ALLEGATIONS

8. Prior to filing its petition, the Debtor entered into a contract with the Defendant whereby it supplied materials and labor used for the improvement of the Defendant's properties located at 10 Gatehouse Trial, 171 Gatehouse Trail and 183 Gatehouse Trial, Wilmington, Vermont 05363 (hereinafter, the "Property").

9. As of the filing date, the Debtor had provided materials and labor improving the Property as to which payments remained due and owing in the principal amount of $222,372.67.

10. On August 5, 2015, the Trustee filed a contractors lien against the Property with the Town Clerk of the Town of Wilmington, Vermont to secure the amounts owed by the Defendant.

11. Pursuant to various settlement agreements with the Defendant and subcontractors filed with and approved by this Court[1], the Trustee negotiated payment of $205,760.71 of the outstanding amounts owed.

12. There remains a deficiency of $16,611.96 owed to the Estate for materials provided and work performed pre-petition.

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[1] *See Docket No.'s* 132, 133, 134, 136, 138, 171 and 183,

COUNT I – Breach of Contract

13. Each of the foregoing allegations are hereby realleged and incorporated.

14. The Debtor and Defendant entered into a contract whereby the Debtor agreed to provide labor and materials to improve the Defendant's Property and the Defendant agreed to pay the Debtor for the labor and materials.

15. Upon information and belief, the Debtor performed or satisfied all conditions, promises and obligations required to be performed or satisfied by it in accordance with the terms and conditions of the contract.

16. Despite requests to do so, the Defendant has failed to pay the remaining $16,611.96 due under the contract.

17. As a direct and proximate result of Defendant's breach of contract, the Estate has suffered damages from the Defendant's refusal to pay.

WHEREFORE, the Trustee respectfully requests that the Honorable Court order and decree as follows:

A. That the Defendant Hermitage Inn Real Estate Holdings Company LLC be ordered to pay the Estate the $16,611.96 owed; and

B. For such other and further relief as is just and equitable.

Respectfully submitted,

Edmond J. Ford, Ch. 7 Trustee
By his attorneys,
FORD & McPartlin, P.A.

Dated: March 22, 2016

By: /s/ Ryan M. Borden

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